

ATTORNEY-CLIENT CONTRACT

WHEREAS, **CM HEAVY MACHINERY, LLC** (“Client”), hereby agrees to employ **WHITTEN BURRAGE**, 512 North Broadway Avenue, Suite 300, Oklahoma City, OK, 73102 (“Attorneys”), to represent Client in regard to any and all claims against AXIS Insurance Company arising from the handling Client’s insurance claim stemming from a fire and destruction of certain property in North Carolina on August 20, 2023.

WHEREAS, said Attorneys agree to accept said employment and to diligently handle and prosecute said claims; however, Attorneys reserve the right to withdraw from this Agreement if upon investigation and in their sole opinion, Client’s claims appear without merit or unwise to pursue.

The parties understand and agree that Client is currently in Chapter 11 bankruptcy in the United States Bankruptcy Court for the Eastern District of Oklahoma, Case No. 24-80617. As a result, Attorneys must file an application with the bankruptcy court to get authorization to serve as special counsel to work for Client on this particular case. Moreover, the parties understand and agree that any recovery or settlement of the claims outlined herein must be approved by the Bankruptcy Court in accordance with applicable law.

Attorneys agree to advance reasonable costs and expenses necessary to prosecute Client’s claims. The costs and expenses advanced by Attorneys will be reimbursed to Attorneys from any proceeds that may be realized as a result of the prosecution of Client’s claims but must be approved by the Bankruptcy Court in accordance with applicable law. Reimbursement of costs and expenses will be paid from the gross proceeds recovered prior to the calculation of sums payable to Client and such other sums as may be payable as attorney’s fees pursuant to this Contract but must be approved by the Bankruptcy Court in accordance with applicable law.

Client agrees to compensate Attorneys under the following formula:

Any funds realized as a result of the prosecution of Client’s claim will be divided as follows, with approval from the Bankruptcy Court:

- a. All expenses advanced by the Attorneys in connection with the prosecution of these claims will be deducted first from the gross amount.
- b. Any sums remaining after subtraction of (a) above from the gross amount of funds realized as a result of the prosecution of Client’s claims will be divided as follows:
 - (i) 90% to Client and 10% to Attorneys for recovery of the ACV as determined by Client’s insurer in the amount of \$1,406,971;
 - (ii) 50% to Client and 50% to Attorneys for any amount above ACV as determined by Client’s insurer in the amount of \$1,406,971;

Client understands it should consult with a tax professional regarding possible taxation by the Internal Revenue Service on funds realized as a result of the prosecution or settlement of Client's claims. It is expressly understood and agreed that Attorneys shall not render tax advice.

DATED this ____ day of January, 2025.

WHITTEN BURRAGE

By: _____
Blake Sonne

CLIENT:

Clint Meadors, Owner
CM Heavy Machinery, LLC
clint@cmhm.com